

GENERAL TERMS AND CONDITIONS DOPPELT ENGINEERING s.r.o. TRADING AS OUTTECH INTERNATIONAL

With its registered office at Matky Bozi 41, Jihlava 58601, Czech Republic.

Registered with the Chamber of Commerce in Brno under number C - 90302

Article 1. Definitions

In these general terms and conditions, the terms below will have the following meaning unless the context indicates expressly otherwise:

- Contractor:** the private company with limited liability Doppel Engineering s.r.o. trading as Outtech International, user of the general terms and conditions.
- Client:** the natural or legal person that performs activities or services on the instructions of Contractor and the other party to the agreement with Contractor.
- Agreement:** every agreement concluded between Contractor and the Client, any change or addition thereto, as well as all legal and other acts in preparation or performance of that agreement.
- Activities:** all services and activities and/or products delivered by Contractor to the Client, including in any event the activities stated in the order confirmation.
- Documents:** all written and other documents made available and/or created by the parties within the context of the agreement, including examples, drawings, models, licences, reports, calculations, digital files and other data carriers.

Article 2. Applicability

- The present general terms and conditions are applicable to all agreements between Contractor and the Client, of whatever nature, unless this applicability is fully or partly expressly excluded in writing and/or unless expressly agreed otherwise.
- Any terms and conditions applied by the Client are expressly rejected. Deviations from and additions to these terms and conditions shall only be applicable if and to the extent that they have expressly been accepted by Contractor in writing.
- Should Contractor have permitted deviations from the present general terms and conditions for a short or a longer period of time, whether or not implicitly, then this shall not affect its right to demand direct and strict compliance with these terms and conditions as yet. The Client can never enforce any right or have any right enforced on the basis of the fact that Contractor applies the present terms and conditions in a lenient manner.
- Contractor reserves the right to change the present terms and conditions at any time. The amended terms and conditions will apply from the moment the Client has been notified of the change, on the understanding that agreements already concluded will remain subject to the conditions that applied on the day the agreement was concluded.
- Should one or more provisions of the present terms and conditions or of any other agreement concluded with Contractor be in breach of a mandatory statutory provision or any applicable legal provision then the relevant provision shall expire and shall be replaced by a new, legally permissible and comparable provision to be established by Contractor.

Article 3. Proposals and offers

- The Client will not charge any costs to Contractor for issuing an offer, unless the Client expressly notifies Contractor of these costs in advance and Contractor has agreed to those costs in writing.
- All documents provided by Contractor to the Client within the context of the assignment remain the property of Contractor at all times and must be returned at the first request of Contractor, unless the parties have expressly agreed otherwise in writing.
- Proposals made by contractor shall be without obligation unless expressly stated otherwise in writing. The prices stated in the proposal exclude VAT and packaging, unless otherwise stated. In the event that the acceptance by the client deviates from the proposal contractor must consent his deviation in writing.
- Contractor shall have in any event the right to rescind the proposal partially or completely even after it has been accepted, under the condition that it is done forthwith.
- If client provides contractor with data, drawings and any further, contractor may rely on their accuracy and completeness and in the event of any inaccuracy or incompleteness in the performance of the agreement and that client indemnifies contractor from and against all liability to third parties relating to use of the advice, drawings, calculations, designs, materials, samples, models and any further as provided by or on behalf of client. In order to obtain proposals, advice or information client allows contractor to share data, drawings and any further supplied by client with third parties chosen by contractor.
- Client cannot demand from advice or information it obtains from contractor if this does not relate to the agreement. If client does provide contractor with data, drawings and any further, contractor may rely on their accuracy and completeness in the performance of the agreement and that client indemnifies contractor from and against all liability to third parties relating to use of the advice, drawings, calculations, designs, materials, samples, models and any further as provided by or on behalf of client. In order to obtain proposals, advice or information client allows contractor to share data, drawings and any further supplied by client with third parties chosen by contractor.

Article 4. Advice and information provided

- Client cannot demand from advice or information it obtains from contractor if this does not relate to the agreement. If client does provide contractor with data, drawings and any further, contractor may rely on their accuracy and completeness in the performance of the agreement and that client indemnifies contractor from and against all liability to third parties relating to use of the advice, drawings, calculations, designs, materials, samples, models and any further as provided by or on behalf of client. In order to obtain proposals, advice or information client allows contractor to share data, drawings and any further supplied by client with third parties chosen by contractor.

Article 5. Intellectual property rights

- Unless otherwise agreed in writing, contractor retains the copyright and all industrial property rights in the proposals made by it and in the designs, pictures, drawings, models (including trials), software and the files provided by it. The rights in the data as described below in the last of this article will remain the property of contractor irrespective of whether the costs of their production have been charged to client. These data may not be copied, used or shown to third parties without contractor's express written consent. The client will owe contractor an immediate payable penalty of Euro 50,000.00 for each breach of this provision. This penalty may be claimed in addition to damages pursuant law. On contractor's first demand, purchaser must return the data provided to it as referred to in the head of this article within the time limit set by contractor/ Upon breach of this provision, client will owe contractor an immediate payable penalty of Euro 2,500 per day. This penalty may be claimed in addition to damages pursuant to the law.

Article 6. Conclusion of the agreement

- With the conclusion of negotiations below, an agreement between Contractor and the Client will not have been concluded until both parties have signed the written agreement to which these general terms and conditions have been declared applicable. Contractor will then send the Client an assignment briefing for each assignment. The assignment briefing is deemed to correctly and completely represent the assignment. The Client immediately objects to the same in writing.
- Additional arrangements agreed on or charges made later shall only have binding effect on Contractor if they have been confirmed in writing by Contractor within fourteen (14) days and the Client did not object to the same in writing within three (3) working days.

Article 7. Delivery and delivery times

- Unless otherwise agreed, delivery shall take place ex warehouse or works (Ex Works [place] - not including transport). Unless otherwise agreed, the Client shall bear any costs for transport of the deliverables and all related costs such as packaging, insurance, etc. shall be for the account of the Client.
- If the delivery of goods takes place at a delivery address specified by the Client then the Client must set to it the location where the goods must be delivered to be located on the ground floor and is properly accessible and passable for the transport and/or supply of the goods over a paved road.
- If Contractor has indicated a time for the delivery or the implementation of the agreement then this shall only be approximate. A specified delivery time can therefore never be qualified as a fatal deadline. In the event that a delivery date is exceeded, the Client should, therefore, give Contractor written notice of default. Contractor must then be granted a reasonable time limit to implement the agreement as yet.
- If and to the extent that this is, at the discretion of Contractor, required for a proper implementation of the agreement, Contractor shall be entitled to rely on third parties for the performance of certain activities.
- The Client shall see to it that all data of which Contractor indicates that they are required of which the Client should within reason understand that they are required for the implementation of the agreement, are supplied to Contractor in a timely fashion. If the data required for the implementation of the agreement have not been supplied to Contractor a timely fashion then Contractor shall be entitled to suspend the implementation of the agreement and/or to charge the additional costs deriving from the delay to the Client in accordance with the usual rate.
- Contractor shall be allowed to deliver goods sold in consignments. If the goods are delivered in consignments, Contractor shall be authorised to invoice each consignment separately and to require payment in accordance with the applicable payment terms.
- The Client shall be obliged to take receipt of the purchased goods at the moment that the same are made available to it or are offered for receipt to the Client.
- Should it not be possible to deliver the goods to the Client on account of a reason that can be attributed to the Client, then Contractor reserves the right to store (have stored) said goods at the expense and risk of the Client. After storage a period of thirty (30) days applies within which the Client shall enable Contractor to deliver the goods as yet. All unless Contractor has expressly imposed a different period in writing.
- If the Client also fails to comply with its obligations after the expiry of the time limit as intended in the previous paragraph of this article the Client shall by operation of law be in default and Contractor shall be entitled to dissolve the agreement, either in whole or in part, in writing and with immediate effect, without any prior or further notice of default and without any judicial intervention being required and without being liable to pay compensation for damage, costs or interest. As the occasion arises Contractor shall be authorised to sell the goods to third parties or to use the same for the implementation of other agreements and also to destroy the documents already prepared. The foregoing shall not affect the obligation of the Client to pay the agreed, stipulated and/or payable price as well as a possible surcharge and/or other costs.
- Contractor shall each time – with regard to compliance with financial obligations of the Client – be authorised to desist advance payment or security from the Client before proceeding with the delivery and/or starting the activities to be performed.
- Drawings, technical descriptions, specimens, samples, images, colours, sizes and indications of materials used shall be stated by Contractor in good faith and as precise as possible. However, these informative data shall not be binding. Deviations in respect of goods delivered and/or during within the margins that are customary in the industry must be accepted and shall not give the Client a right to complaint, replacement, compensation of damage or any other right, unless the agreement expressly provides for a smaller margin in respect of deviations.

Article 8. Inspection and complaints

- The Client must inspect the goods delivered immediately after delivery for any deviations with what has been agreed. Any complaints relating to the goods delivered have to be filed ultimately within seven (7) days after delivery, in writing, and should together with the packing slip be submitted to Contractor. After the expiry of the said period, the goods delivered shall be considered as having been irreversibly and unconditionally accepted by the Client. The Client has to hold the defective goods available for Contractor. The submission of a complaint shall not suspend the Client's payment obligation in respect of the goods in question.
- Complaints shall be valid only to the extent that the packaging of the goods still is in its original and undamaged condition. Should it upon arrival be visible from the outside that the goods are damaged, the Client has to make a reservation in writing in this regard against the carrier by means of a note on the proof of delivery, and it should, in derogation from the provisions of paragraph 1 of this article, inform Contractor thereof within twenty four (24) hours after receipt.
- The defective goods can only be returned after prior consultation with one of the salespeople of Contractor.
- If goods have been assembled or processed by the Client, it shall no longer be allowed to lodge a complaint, irrespective of the ground, including in case of incorrect delivery, even though it is made within the prescribed period; in these cases Contractor shall not be obliged to compensate in any manner whatsoever.
- Complaints in respect of goods collected that contain defects, should be made forthwith at the time of delivery.
- If goods delivered under manufacturer's or importer's warranty are returned for the assessment of the warranty by the manufacturer or importer, the costs that may be in that connection be incurred by Contractor shall be charged to the Client.

Article 9. Price changes

- If after the conclusion of the agreement, however prior to the delivery, one or more of the cost factors change then Contractor shall be entitled to adjust the stipulated price accordingly. Contractor shall in any case be authorised to charge additional costs if there is question of cost increasing circumstances which Contractor did within reason not have to take into account, which cannot be blamed on Contractor or which are considerable compared to the price of the activity. Moreover, the following are passed on to the Client in full, to the extent that these changes take place after the date of the offer:
 - Changes in the prices of import duties, duties, wages, terms and conditions of employment, social insurance contributions or other levels imposed or changed by the Dutch government (also including the European government) and/or trade unions;
 - Changes in the wages, terms and conditions of employment, Collective Labour Agreements, VAT or social insurances and the like implemented by the government or trade unions and/or changes in the prices of suppliers; price increases resulting from exchange rates, wages, raw materials, semi-manufactured products, packaging material, etc.
- If Contractor is of the opinion that cost increasing circumstances have occurred then it must forthwith inform the Client accordingly adequately and in writing.
 - Additional and less work can have consequences, inter alia, as regards the agreed delivery date.

Article 10. Changes to the agreement

- Changes to the agreement will in any event result in contract variations if:
 - Design, specifications or contract documents are changed;
 - Quantities provided by the Client are not factually accurate;
 - Quantities diverge by more than 10% from the estimates.Agreement deductions will be charged on the basis of the pricing factors applicable at the time the agreement additions is performed. Agreement deductions will be charged on the basis of the pricing factors applicable at the time the agreement was concluded. Client will be obliged to pay the price of the agreement additions as referred in this article on any of the following occasions at the time the agreement additions, at the same time as payment of the principal sum or the next agreed payment deadline of below, such as the discretion of contractor. If the Client does not pay the price of the agreement additions at the final settlement contractor may charge client 15% OF THE DIFFERENCE. This provision does not apply to contract deductions that result from a request by contractor.

Article 11. Invoicing and payment

- The payment of invoices must take place within thirty (30) days after the date of the invoice, in a manner to be indicated by Contractor in the currency of the invoice.
 - 40% of the total price upon assignment;
 - 50% of the total price after supply of the material or, if delivery of the material is not included in the assignment, after commencement of the work;
 - 10% of the total price upon completion.
- After the expiry of the stipulated payment term the Client shall be in default by operation of law without any further notice of default being necessary that the payment is related to a later invoice.
- As from the moment of default the Client shall be liable to pay interest on the due and payable amount equal to 1% per month, unless the statutory commercial interest is higher in which instance the statutory commercial interest shall apply. As from that moment any and all judicial and extrajudicial costs that Contractor incurs in order to obtain satisfaction – both in and out of court – shall be at the expense of the Client. In that case the Client shall be liable to pay compensation equal to at least 15% of the outstanding amount with a minimum of € 250.00. Should the costs actually incurred and/or incurred by Contractor exceed the aforementioned amount then these costs shall equally qualify for compensation.
- If the Client does not comply with its payment obligations in a timely fashion then Contractor shall be authorised to suspend the obligations entered into vis-a-vis the Client regarding delivery and/or for the performance of the activities until the payment of the due and payable amount has been provided for the same. The same already applies prior to the moment of default. If Contractor may within reason assume that there are reasons to doubt the creditworthiness of the Client. In case of liquidation, insolvency, debt management or suspension of payment of the Client or a relevant application or petition, the claims of Contractor and the obligations of the Client vis-a-vis Contractor shall immediately fall due.
- Payments made by the Client are first applied to payable interest and costs, secondly to the oldest due and payable invoices, and only thereafter to the invoices that the payment is related to a later invoice.
- If the Client has, on any account whatsoever, one or more counterparties vis-a-vis Contractor then the Client waives its setoff right. Said waiver of the setoff right is also applicable if the Client applies for (provisional) suspension of payment or is declared insolvent.

Article 12. Reservation of title

- Any and all goods delivered or to be delivered by Contractor shall remain the property of Contractor up to the moment that the Client has complied in full with all its payment obligations vis-a-vis Contractor on account of any agreement concluded with Contractor for the delivery of goods; the performance of activities or the supply of services, including claims in connection with a failure to comply with this kind of agreement.
- A Client who acts as a buyer is authorised to sell and deliver the goods that are subject to the reservation of title of Contractor to the extent that this falls within the framework of the normal business operations of its company. Contractor shall obtain an undisclosed pledge on any and all claims that the Client obtains vis-a-vis its buyers upon the resale of the goods delivered by Contractor, if the Client's/its former good from the goods delivered by Contractor then the Client shall only form this good for Contractor and the Client shall hold the newly formed good for Contractor until the Client has paid any and all amounts payable on account of the agreement; up to the moment of satisfaction in full by the Client Contractor shall in that case be entitled to any and all ownership rights with regard to the goods delivered by Contractor.
- The Client shall not be allowed to establish limited rights on goods that are subject to the reservation of title of Contractor. If third parties (with no established (limited) rights on the goods subject to the reservation of title) have obtained a good from the Client or sufficient security has been provided for Contractor hereby already reserves an undisclosed pledge on delivered goods of which the title has transferred to the Client due to payment and which are still in possession of Contractor, by way of additional security for claims, which Contractor may still have vis-a-vis the Client on any account whatsoever.
- The Client is obliged to keep (have kept) the delivered goods subject to the reservation of title separate from other goods, with the required diligence and recognisable as property of Contractor.
- The Client is obliged to insure the goods against fire, explosion and water damage as also against theft during the period of the reservation of title and to on demand provide Contractor insight into the policies of said insurers. Any and all claims of the Client vis-a-vis insurers of the goods on account of the aforementioned insurances shall, if so desired by Contractor, be pledged to Contractor in an undisclosed manner by way of additional security for the claims of Contractor vis-a-vis the Client.
- If the Client does not comply with its obligations or if there is justified fear that the Client shall not do so then Contractor shall be authorised to remove or have removed the goods delivered on the reservation of title from the Client and to transfer the goods to a third party. In that case Contractor shall be obliged to lend its full cooperation to this subject to a penalty of 10% per day of the amount payable by the same.

Article 13. Warranties

- Contractor warrants that the goods to be delivered comply with the usual requirements and norms that can be imposed on the same and are free from any defects whatsoever.
- If the goods do not comply with the warranty then Contractor shall, at the request of the Client, replace or repair the good within a reasonable time limit after receipt of the same or, if return is not reason possible, after written notification of the defect by the Client. In case of replacement the Client hereby already commits to return the good to be replaced to Contractor and to transfer the title to the replaced good to Contractor. If the agreement with the Client concerns goods which Contractor purchases or has purchased from third parties, no other rights shall accrue to the Client than those which it may invoke directly against the manufacturer or against the supplier of Contractor, under the warranty given by that manufacturer or supplier in respect of the goods supplied. In the warranty is invoked, the handling thereof shall be fully at the discretion of the manufacturer or supplier in question.
- Unless the Client expressly and in writing designates a third party as the end user of a good upon the conclusion of the agreement with Contractor, the warranties provided by Contractor cannot be transferred to a third party.
- No warranty is given if the defects result from:
 - normal wear and tear;
 - improper use;
 - lack of maintenance or improper maintenance;
 - installation, fitting, modification or repair by the Client or third parties;
 - defects in or unsuitability of goods originating from, or prescribed by, the Client;
 - defects in unsuitability of materials or auxiliary materials used by the Client.

- No warranty is given in respect of:
 - goods supplied that were not new at the time of delivery;
 - the inspection and repair of goods of the Client;
 - parts for which a manufacturer's warranty has been provided.
- Obligation to complain – Client can no longer invoke a defect in performance if it does not make a written complaint to the Contractor in respect thereof within fourteen days of the date it discovered, or should reasonably have discovered, the defect. On pain of forfeiture of all rights, Client must submit complaints regarding an amount invoiced to Contractor in writing within the payment deadline. If the payment deadline is longer than thirty days, Client must complain no later than thirty days after the date of invoice.

Article 14. Intellectual property rights

- Contractor is and remains the party entitled to all intellectual and industrial property rights, including but not limited to copyrights, neighbouring rights, database rights and trademark rights, that arise from, rest on or that are related to or form part of the works created by Contractor or on the instructions of Contractor and the works created by that form the basis thereof created or on the instructions of Contractor that form the basis thereof. All of the above, unless the parties have expressly agreed otherwise in writing.
- Exercising the rights referred to in the previous paragraph of this article is expressly and exclusively reserved for Contractor, both during and after the performance of agreement.
- Drawings, technical descriptions, designs and calculations, which have been created by Contractor or by the Client on its instructions are the exclusive property of Contractor. They may not be disclosed, reproduced or made available and shown to third parties unless Contractor has approved such in writing.
- Data concerning production and/or construction methods that are subject to a copyright/patent held by Contractor or in respect of which Contractor has made a reservation, may not be used, copied or shown or disclosed to third parties by the Client, unless Contractor has approved such in writing.
- In relevant cases, the Client commits that will transfer to Contractor and hereby transfers to Contractor, if possible, to the extent the rights referred to below do not yet rest in Contractor by operation of law pursuant to the agreement between the parties, all industrial and intellectual property rights of any kind, both in the Netherlands and abroad, in respect of and arising from the activities/services of the contract within the context of the performance of the agreement concluded with Contractor.
- The Client acknowledges that the compensation it receives includes a reasonable compensation for (any) loss of income from intellectual and industrial property rights.
- To the extent the industrial and intellectual property rights cannot be transferred and to the extent permitted by law, the Client waives in that connection the intellectual and industrial property rights of the person whose rights are transferred to Contractor.
- By providing data and information to Contractor, the Client declares that no copyright or any other intellectual property right held by a third party is infringed and it indemnifies Contractor in and out of court against all consequences that arise or could arise therefrom.
- In the event the Client acts contrary to its obligations pursuant to paragraphs 3, 4, 5 and 7 of this article, the Client will owe Contractor and immediately payable penalty in the amount of €25,000.00 and an amount of €2500.00 for each day the infringement continues after it occurred for the first time. This penalty does not prejudice Contractor's right to recover the loss it has actually sustained from the Client.

Article 15. Termination of the agreement

- In the event that Contractor and client ends the agreement with Contractor for any reason whatsoever, Contractor will have the right to terminate the agreement with the Client as of the same date as the agreement with Contractor's client ends, without Contractor being obliged to observe any notice period or pay any compensation to the Client.

Article 16. Liability

- If Contractor is liable, said liability shall be limited to what is covered in this provision.
- In the event of an attributable failure, Contractor is obliged to perform its contractual obligations as yet. Contractor's liability shall in any event be limited to the amount paid out by the insurance, in so far as this liability is covered by Contractor's insurance.
- The following does not qualify for compensation:
 - Consequential loss, including business interruption loss, production loss, loss of profit, transport costs and travel and accommodation expenses.
 - Damage to goods in or under its care, custody or control. Such damage includes damage caused as a result of or during the performance of the work to goods to which work is being performed or to goods situated in the vicinity of the work site.
 - Damage caused by the intent or willful recklessness of agents or non-management employees of Contractor.
- Client may insure the risks above stated a t to itself.
- Contractor is not liable for damage to material provided by or on behalf of the Client where that damage is the result of improper processing.
- Contractor is not liable for indirect damage, including bodily harm, consequential damage, lost profit, lost savings, losses due to business interruptions and damage resulting from penalties imposed due to non-observance of delivery (completion) times.
- Contractor shall not be liable for damage, of any nature or any form whatsoever, in case it has exercised its due care and/or incurred no fault supplied by the Client.
- Errors and/or deviations in assumptions, suppositions, return calculations, payback periods, subsidy amounts and all other factors on which the decision of the Client to conclude the agreement may be based shall not be a liability for Contractor – shall be at the expense and risk of the Client.
- The limitations of liability for direct damage included in these general terms and conditions shall not be applicable if the damage can be blamed on intent or gross negligence on the part of Contractor.
- Client indemnifies Contractor from and against all claims by third parties on account of product liability, whether or not Contractor – shall be at the expense and risk of the Client, and consisted, entirely or partially, of products and/or materials supplied by Contractor. Client is obliged to compensate said damage suffered by contractor in such case, including the full costs of defence.

Article 17. Non-competition

- The Client or the business(es) and third parties affiliated with it, such in the broadest sense of the word, are not allowed, during the term of this agreement and for a term of twelve (12) months after the termination of this agreement, to conclude any agreement with a third party, to conclude an agreement with Contractor's client concerning the same or similar activities or enter the service of Contractor's client.
- In the event the Client nevertheless concludes an agreement with Contractor's client within the aforementioned term described in paragraph 1 of this article, the Client will owe Contractor an immediately due and payable penalty in the amount of €25,000.00. This penalty does not prejudice Contractor's right to recover the loss it has actually sustained from the Client.

Article 18. Force majeure

- The parties shall not be obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that cannot be blamed on negligence (schuldw) and must neither be at their expense or by law, or physical act or generally acknowledged force majeure. In this respect, then Under these general terms and conditions, force majeure shall mean, in addition to the meaning thereof as laid down in the law and in case law, all external causes, anticipated or not anticipated, on which Contractor cannot exert influence, but which prevent Contractor from fulfilling its obligations. This shall also include strikes in the company of Contractor or the manufacturer or supplier.
- Contractor shall also be entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after Contractor should have already complied with its commitment.
- During the period that the force majeure continues the parties can suspend the obligations on account of the agreement. If this period lasts longer than six (6) months then each party shall be entitled to dissolve the agreement, without any obligation to compensate the other party for damage.
- To the extent that Contractor has already partly complied or shall comply with its obligations on account of the agreement at the time of the occurrence of force majeure and independent value can be attributed to the part complied or to be complied with respectively, then Contractor shall be entitled to separately invoice the part already complied with or the part to be complied with respectively. The Client shall be obliged to pay this invoice as if it were a separate agreement.

Article 19. Indemnity

- The Client shall indemnify Contractor against possible claims of third parties who incur damage in connection with the implementation of the agreement and of which the cause can be blamed on others than Contractor, including claims of third parties with regard to intellectual property rights on materials and data supplied by the Client that are used for the implementation of the agreement. In the event that Contractor should be challenged by a third party in this respect, then the Client shall be obliged to assist Contractor both in and out of court and to immediately do all that may be expected of it in such a case. If the Client fails to take adequate measures then the Client shall, without notice of default, be entitled to proceed accordingly. All costs and damage on the part of Contractor and third parties arise as a result thereof, shall be fully for the risk and expense of the Client.

Article 20. Applicable law and choice of forum

- All agreements concluded and to be concluded by Contractor shall be governed by Czech law.
- All disputes, including those that are only considered as such by one of the parties, which arise pursuant to an agreement to which the present terms and conditions are fully or partly applicable or pursuant to other agreements that arise from such an agreement, shall be settled by the competent court in the district where Contractor has its registered office, unless a mandatory statutory provision opposes such. This shall not alter the fact that Contractor may agree with the Client – with the dispute settled by means of independent arbitration. Contractor prefers an amicable settlement of all disagreements. Contractor has the right to reject any arbitration on behalf of the Client.

Article 21. Change, interpretation and source of the terms and conditions

- These terms and conditions have been filed with the office of Contractor.
- The most-recently filed version and/or the version as applicable at the time of conclusion of the agreement shall always apply and will be sent to Client immediately after changes have occurred.